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4 BILL NO. S-73-03-25

5 SPECIAL ORDINANCE NO. S-42-73

6 AN ORDINANCE approving an agreement with
7 HIPSKIND ASPHALT CORP. for modification
8 of water facilities on U.S. Highway #30
Bypass.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. The agreement dated March 19, 1973, between
12 the City of Fort Wayne, by and through its Mayor and the Board
13 of Public Works, and HIPSKIND ASPHALT CORPORATION, for:

14 Modification to water facilities in U. S. Highway #30
15 Bypass, said construction being in connection with the
proposed widening of U.S. #30 by State Highway, in the
amount of \$7,400.00,

16 all as more particularly set forth in said agreement, which is on
17 file in the office of the Board of Public works and is by reference
18 incorporated herein and made a part hereof, is hereby in all
19 things ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and
21 effect from and after its passage and approval by the Mayor.

22
23 
24 Councilman

25
26 APPROVED AS TO FORM
AND LEGALITY.

27 Affr.
28 Ar.

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CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 1973, at _____ o'clock P.M., E.S.T.

Date: 3-27-73

Shirley M. Winters
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Otier, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 4-10-73

Shirley M. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-42-73 on the 10th day of April, 1973.

ATTEST: (SEAL)

Shirley M. Winters
CITY CLERK

Winfield C. Mason Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of April, 1973, at the hour of 10:40 o'clock A. M., E.S.T.

Shirley M. Winters
CITY CLERK

Approved and signed by me this 11th day of April, 1973, at the hour of 3:30 o'clock P. M., E.S.T.

James H. Schaeffer
MAYOR

Bill No. S-73-03-25

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
_____ approving an agreement with HIPSKIND ASPHALT CORP. for
_____ modification of water facilities on IL. S. Highway #30
_____ Bypass.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance or PASS.

Paul M. Burns - Chairman

William T. Hinga Vice-Chairman

Vivian G. Schmidt

Donald J. Schmidt

Eugene Kraus, Jr.

William T. Hinga

Vivian G. Schmidt

D.J. Schmidt

Eugene Kraus Jr.

CONCURRED IN

DATE 4-10-73 CHARLES W. WESTERMAN, CITY CLERK

BID ANALYSIS SHEET

U.S. Highway # 30 By-Pass, U-Project No. 724(21)

March 1, 1973

CONTRACT

7301

MATERIAL

WATER ENGINEERING DEPARTMENT:
FORT WAYNE, INDIANA

WATER ENGINEERING DEPARTMENT:

FORT WAYNE, INDIANA

[illegible]

17-175-734

AGREEMENT

FOR MODIFICATIONS TO WATER FACILITIES
U. S. HIGHWAY # 30 BY-PASS
U - PROJECT NO. 724(21)

CONTRACT No. 7301

THIS AGREEMENT, made this 19th day of March, 1973, by and between
HIPSKIND ASPHALT CORPORATION, herein called the CONTRACTOR, and the City of
Fort Wayne, an Indiana Municipal Corporation, herein called OWNER.

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations hereinafter
named, agree as follows:

ARTICLE 1. SCOPE OF WORK

CONTRACTOR shall furnish all labor and equipment and perform all the
work necessary to haul all pipe, fittings, valves and plugs from the
Utility's storage yards to the job site; to excavate, install the pipe
and appurtenances, and to backfill the excavated openings, all in
accordance with the specifications and at the respective locations
shown on Fort Wayne Water Utility, Engineering Department Drawing No.
Y-10451, sheet 1 of 1, and do everything required by the contract
documents and this agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be preformed under this contract shall be commenced immediately
upon notice to proceed and the work shall be completed within ten (10)
consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract the
sum of \$7,400.00. In event the amount of work is increased or decreased by
the OWNER, the contract sum shall be increased or decreased according to
the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 4. PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided therein,
as follows:

On or about the 15th day of each month, ninety percent (90%) of the value of
the work performed up to the first day of that month (based on the contract
prices of labor and materials incorporated in the work) and as estimated by
the contractor and approved or revised by the Engineering Department of the
OWNER, less the aggregate of previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the
contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection
and acceptance, the Engineering Department of the OWNER shall promptly make
such inspection, and when it finds the work acceptable under the contract
and the contract fully performed, it shall promptly issue a final certificate
stating that the work provided for in this contract has been completed and is
accepted, and the entire balance of the contract sum shall be due and payable
to the CONTRACTOR.

At the time said payment is due and payable, the CONTRACTOR shall furnish
the OWNER, if requested to do so, satisfactory evidence that all persons
who have supplied labor, materials, or equipment for the work have been fully
paid.

ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

CONTRACTOR guarantees all ~~work~~^{work} against defects for a period of one year after the date of the acceptance of the work.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 7301.
- B. Contractor's Proposal dated February 28, 1973.
- C. Contractor's Bid, Performance and Guaranty Bonds.
- D. Supplemental Specifications for Modifications to Water Facilities, U. S. Highway # 30 By-Pass, U-Project No. 724(21), and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 7301, and Fort Wayne Water Utility, Engineering Department Drawing No. Y-10451, Sheet 1 of 1.
- E. All materials shall be in accordance with Fort Wayne Water Utility, Engineering Department, Water Main Materials Standards, dated June 6, 1963, except as modified in the Supplemental Specifications.

ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 9. INDEMNITY

CONTRACTOR shall indemnify the OWNER against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by its Mayor and Board of Public Works, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HIPSKIND ASPHALT CORPORATION

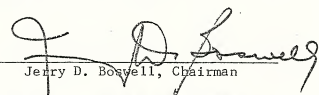

BY: David L. Hipkind
CONTRACTOR

CITY OF FORT WAYNE, INDIANA

BY: 

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS



Jerry D. Boswell, Chairman
Ronald L. Bonar

William G. Williams

ATTEST:

Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:


~~David B. Kellum~~ John Fleck
Associate City AttorneyAPPROVED by the Common Council of the City of Fort Wayne on _____,
1973, Special Ordinance No. _____.

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO CITY UTILITIES - WATER WORKS DIVISION

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
HIPSKIND ASPHALT CORP. of Fort Wayne, Indiana
as principal, and Trinity Universal of Dallas, Texas
as surety, are held and firmly bound unto the State of Indiana, for the benefit
of the City of Fort Wayne, Indiana, in the penal sum of Seven Thousand Four
Hundred and No/100 Dollars (\$ 7,400.00) for the
payment of which we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

DATED this _____ day of _____, 197__.

THE condition of this obligation is such that whereas the above named principal
did, on the _____ day of _____, 197__, enter into a contract with
the City of Fort Wayne, Indiana, by the terms of which said principal agreed to
perform everything required to be performed and to provide and furnish at his
sole cost and expense all the labor, tools, materials, expendable equipment,
transportation services, bonds and insurance required to perform and to complete
in a workmanlike manner all the work required in the above mentioned contract
for the sum of Seven Thousand Four Hundred and No/100

Dollars, (\$ 7,400.00) and to remove and replace any defective or
unsuitable materials, equipment or structure at the expense of said principal
which may be apparent or may develop from inferior workmanship ~~within~~
within one (1) year from the date of final acceptance of the above described
work, which contract is made a part of this bond the same as set forth herein:
Now, if said principal shall well and faithfully do and perform the things
agreed by him, them, or it, to be done and performed according to the terms
of said contract, and shall pay all lawful claims or indebtedness which may
accrue, by operation of law and otherwise, to any persons, firm or corporation
on account of any labor or service performed or material furnished or service
rendered, in the carrying forward, performing, and completing of said contract;
we agreeing and assenting that this undertaking directly inures to the benefit
of subcontractors, laborers, materialmen and those performing service on
account of or directly in connection with the completion of said contract,
as well as for the obligee herein; then this obligation shall be void, other-
wise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof,
that any judgment rendered against the City of Fort Wayne, as aforesaid, in
any suits for damage for injury to real or personal property, or for any
injury, sustained by any person growing out of any act or doing of said
contractor, or its agents, employees or workmen in the premises, and also that
any judgment of any court or award of any Board of Arbitrators or of the State
Industrial Board or the State of Indiana rendered against the City of Fort
Wayne in any suit or claim arising under said Workman's Compensation Act,
of the State of Indiana, now in force, relating to compensation for accidental

injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way effect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this _____ day of _____, 197____, affixed our signatures and corporate seals to three (3) executed original copies of this Agreement.

HIPSKIND ASPHALT CORP.

PRINCIPAL

By: David L. Hipkind

AUTHORIZED AGENT

Trinity Universal

SURETY

By: Terrence J. Ward

Terrence J. Ward
Attorney-in-Fact

DIGEST SHEET

Regulation City Utilities 10-12-73
*1-73-03-25*TITLE OF ORDINANCE Water Construction Agreement with Hipskind Asphalt Corp.DEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE Due to the State Highway's proposed widening of U.S. #30Bypass, it is necessary for the Utilities to adjust the water facilities in the area.To accomplish this, an outside contractor must be hired to do a portion of the labor.Hipskind Asphalt Corporation was the low bidder in amount of \$7,400.00 for proposal "B".The balance of work as well as all materials will be furnished by the Utility.Bid tabulation sheet attached.EFFECT OF PASSAGE Will save Utility from having to bore under roadway at afuture time.EFFECT OF NON-PASSAGE Very costly to install facilities after new highwayis constructed.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$7,400.00 cost to Utility.ASSIGNED TO COMMITTEE (J.N.) *City Utilities* *WLN*

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

	BILL NO. <i>D-73-03-25</i>
	ORDINANCE NO. <i>A-42-73</i>
<i>Y</i>	REGULAR SESSION <i>3-27-73</i>
	SPECIAL SESSION
	APPROVED AS TO FORM AND LEGALITY <i>Keller</i>
	BILL WRITTEN BY <i>Bl. of Pothill White</i>
	DATE INTRODUCED <i>3-27-73</i>
	REFERRED TO SAID STANDING COMMITTEE <i>Burns City of Atlanta</i>
	REFERRED TO CITY PLAN
	LEGAL PUBLIC HEARING
	LEGAL PUBLICATION
	JOINT HEARING
	DEPARTMENT HEARING
	HOLD FILE
<i>X</i>	PASS <i>4-10-73</i>
	DO NOT PASS
	WITHDRAWN
	SUSPENSION OF RULES
	PRIOR APPROVAL
	ORDINANCE TAKEN OUT OF OFFICE
	OTHER INSTRUCTIONS REGARDING ORDINANCE
	CORRECTIONS MADE TO ORDINANCE
	PEOPLE SPEAKING FOR ORDINANCE
	PEOPLE SPEAKING AGAINST ORDINANCE

<i>X</i>	COMMITTEE SHEET
<i>X</i>	VOTE SHEET
	PURCHASE ORDERS
<i>X</i>	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	ZONING MAPS
	<i>agreement</i>
	ABSTRACTS
	TITLES - <i>Burns</i>
	PRIOR APPROVAL LETTER

Original Sheet

COUNCILMAN'S VOTE

	<i>7</i>	AYES	NAYS	ABSENT
BURNS	<i>X</i>			
HINGA	<i>X</i>			
KRAUS	<i>Y</i>			
MOSES	<i>X</i>			
NUCKOLS	<i>X</i>			
D. SCHMIDT	<i>X</i>			
V. SCHMIDT	<i>X</i>			
STIER	<i>X</i>			
TALARICO	<i>X</i>			

COMMENTS: